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6 NATIONWIDE LIFE INSURANCE COMPANY and

7 NATIONWIDE MUTUAL INSURANCE COMPANY

8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA

10 SAN FRANCISCO DIVISION

11 SEAN MICHAEL CARTER,

11) CASE No. 3:07-CV-05588

12 Plaintiff,

12) **STIPULATION Re: DISMISSAL OF**
13) **DEFENDANT NATIONWIDE LIFE**
13) **INSURANCE COMPANY**

14 v.

15 K&K INSURANCE GROUP, INC.,

16 d/b/a SPECIALTY BENEFITS

17 ADMINISTRATOR, INC.; NATIONWIDE

18 LIFE INSURANCE COMPANY;

19 NATIONWIDE MUTUAL INSURANCE

19 COMPANY; AON CORPORATION, and

19 DOES 1-100,

19 Defendants.

20 **STIPULATION**21 Plaintiff Sean Michael Carter (“Plaintiff”) and Defendants Nationwide Life Insurance
22 Company (“Nationwide Life”) and Nationwide Mutual Insurance Company (“Nationwide
23 Mutual”) (collectively “Defendants”), by and through their respective attorneys, stipulate and agree
24 as follows:25 1. Inasmuch as the insurance policy at issue in the above-captioned litigation was
26 issued to Plaintiff by Nationwide Mutual, and therefore Nationwide Mutual is the only proper
27 Defendant, Plaintiffs will dismiss Nationwide Life with prejudice.

28 2. Defendants agree that if Nationwide Life had any involvement in the issuance of

1 any insurance policy or in the handling of any insurance claim at issue in this litigation, then
2 Nationwide Life's files with respect thereto will be produced either in initial disclosures pursuant
3 to Federal Rules of Civil Procedure, Rule 26, or in response to discovery requests; and that
4 appropriate Nationwide Life representatives will be made available for deposition. Defendants
5 agree that they will not object to such deposition(s) or production of documents on the ground that
6 Nationwide Life is not a proper party to this litigation.

7 3. Defendants agree that any discovery directed to, or that should be directed to,
8 Nationwide Life will be construed to be discovery directed to Nationwide Mutual, and Nationwide
9 Mutual will respond to such discovery, raising all appropriate objections thereto, except that
10 Nationwide Mutual will not object or refuse to respond on the ground that such discovery was or
11 should have been directed to Nationwide Life.

12 4. Defendants agree that any liability of Nationwide Life for Plaintiff's damages, if
13 any, determined in the above-captioned litigation, will be construed to be the liability of
14 Nationwide Mutual, and Nationwide Mutual will not object to the entry of judgment against it on
15 the ground that such judgment should be entered against Nationwide Life; further Nationwide
16 Mutual agrees to satisfy any such judgment.

17 5. Defendants agree further that should Nationwide Mutual be unable to satisfy any
18 judgment entered against it pursuant to this stipulation, then Nationwide Life will satisfy the
19 judgment even though it has been dismissed and is no longer a party to this litigation.

20 6. Plaintiff and Defendants agree that this Stipulation may be executed in identical
21 counterparts, which taken together shall constitute the complete Stipulation, and that a signature
22 provided by facsimile transmission shall be of the same force and effect as the original of such
23 signature when submitted as part of the complete Stipulation.

24

25 IT IS SO STIPULATED.

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27 ///

28 ///

1 Dated: December 21, 2007

GOLDSTEIN GELLMAN MELBOSTAD GIBSON
& HARRIS, LLP

2 /S/
3 By _____
4 Lee S. Harris
5 Attorneys for Plaintiff
6 SEAN MICHAEL CARTER

7 Dated: December 21, 2007

LEWIS BRISBOIS BISGAARD & SMITH LLP

7 /S/
8 By _____
9 Stephen J. Liberatore
10 Attorneys for Defendants
11 NATIONWIDE LIFE INSURANCE COMPANY and
12 NATIONWIDE MUTUAL INSURANCE COMPANY

13 Dated: December 28, 2007

